

1 DAVID S. BRISTOL, ESQ., CSBN 163032
 2 LAW OFFICES OF DAVID S. BRISTOL
 3 462 STEVENS AVENUE, SUITE 102
 4 SOLANA BEACH, CALIFORNIA 92075
 Telephone Number (858) 792-1112
 Facsimile Number (858) 792-1114

5 TRACY R. RICHMOND, ESQ., CSBN 87088
 6 WORDEN WILLIAMS, APC
 7 462 STEVENS AVENUE, SUITE 102
 SOLANA BEACH, CALIFORNIA 92075
 Telephone Number (858) 755-6604
 Facsimile Number (858) 755-5198

9 Attorneys for Plaintiff, MRC GOLF, INC.
 10

11 UNITED STATES DISTRICT COURT
 12 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

13 -000oo-

MRC GOLF, INC., vs. HIPPO GOLF COMPANY, INC.	Plaintiff, Defendant.	CASE NO. 09 CV 0327 L (RBB) JOINT STATEMENT OF UNDISPUTED FACTS Hon. J. James Lorenz Court Room: 14 Complaint Filed: February 19, 2009
--	------------------------------	--

21 Plaintiff MRC GOLF, INC. ("MRC") and Defendant HIPPO GOLF COMPANY, INC.
 22 ("Hippo") in the above-referenced matter hereby submit the following Joint Statement of
 23 Undisputed Facts with respect to the pending Motion for Summary Judgment or in the
 24 Alternative for Summary Adjudication of Claims. The following facts are admitted by both
 25 parties and require no proof:

26 The Court has jurisdiction of the subject matter and all parties in this case. MRC is a
 27 corporation organized and doing business under the laws of California. It is a wholly owned
 28 subsidiary of Mitsubishi Rayon Company, Ltd. and is authorized to use, enforce and defend the

1 "Mitsubishi Rayon" trade name and designs. HIPPO is a corporation organized and doing
 2 business under the laws of California.

3 This Court has jurisdiction and venue of the subject action pursuant to the Lanham Act
 4 and has supplemental jurisdiction over the state law claims. This Court has personal jurisdiction
 5 over HIPPO and it is the proper venue for this action. MRC has for more than 10 years engaged
 6 in interstate and world-wide manufacture and sale of Mitsubishi Rayon golf shafts. MRC is the
 7 sole authorized seller of these golf shafts, and HIPPO has no right to sell this product.

8 HIPPO was supplied from a third party vendor golf shafts that bore the words
 9 "Mitsubishi Rayon" as that name appears on MRC's golf club shafts. The first supply was
 10 shipped to HIPPO in 2007. HIPPO created advertising materials including product catalogs for
 11 the years 2007 and 2008 representing to the public that it had obtained special "Mitsubishi
 12 Rayon" proprietary golf shafts for sale to the public. HIPPO's golf clubs have never been made
 13 of "Mitsubishi Rayon" material.

14 HIPPO sold at least 20,501 golf clubs with the name "Mitsubishi Rayon" on them during
 15 the years of 2007, 2008 and 2009. The total sales income generated from those sales was
 16 \$1,321,535. HIPPO has withheld payment of \$450,000 to the manufacturer of its golf clubs
 17 bearing the "Mitsubishi Rayon" trade name on the HIPPO product.

18

Respectfully submitted,

19

DATED: June 30, 2010

GASTON & GASTON, APLC

21

s/ David L. Skilling

22

Attorney for Defendant Hippo Golf Company, Inc.
dls@gastonandgaston.com

24

25

DATED: June 30, 2010

THE LAW OFFICES OF DAVID S. BRISTOL

26

27

s/ David S. Bristol

28

Attorney for Plaintiff, MRC GOLF, INC.
dsbrisistol@brisristol-law.com

DATED: June 30, 2010

WORDEN WILLIAMS, APC

s/ Tracy R. Richmond
Attorney for Plaintiff, MRC GOLF, INC.
trr@wordenwilliams.com

SIGNATURE CERTIFICATION

Pursuant to Section 2(f)(4) of the Electronic Case Filing Administrative Policies and Procedures Manual, I hereby certify that the content of this document is acceptable to David L. Skilling, Esq., counsel for Hippo Golf Company, Inc. and that I have obtained Mr. Skilling's authorization to affix his electronic signature to this document.